

Administrative Order



Administrative Order No.: 3-36

Title: Programming Partnerships

Ordered: 7/23/2002

Effective: 8/2/2002

AUTHORITY:

Article 4, Section 4.02 and Article 6, Section 6.02 (K) of the Miami-Dade County Home Rule Amendment and Charter; Chapter 26 of the Code of Miami-Dade County; and Chapter 21, Sections 21-28, 21-28.1, 21-29 and Chapter 125.38 of the Florida Statutes.

EXEMPTIONS:

For only the purpose of entering into partnerships for recreational, cultural, environmental and educational programming between the Miami-Dade County Park and Recreation Department and not-for-profit program service providers, this A.O. is exempt from A.O. 3-2, Purchase of Commodities and Services; A.O. 3-15, Uniform Minimum Standards for Countywide Application, Assessment, Monitoring and Management Evaluation and Performance Review of Community Based Organizations (CBOs), All Other Non-Profits, and Other Organizations Providing Community Services; A.O. 3-16, Request for Proposals; and A.O. 3-34, Formation and Performance of Selection Committees.

PURPOSE:

Collaborations with private not-for-profit Programming Partners to provide recreational, environmental, educational and cultural activities not only expand opportunities available to the public, they also strengthen citizens' involvement in the provision of community services, thereby creating "ownership" of the community's common spaces. These prove essential to meet public need and demand for leisure opportunities and to foster significant individual, social, environmental and economic benefits for all residents and visitors of Miami-Dade County. The purpose of this A.O. is to establish a fair and standard process to recruit, select, and evaluate Programming Partners to ensure the quality, diversity, equity and accountability of park and recreation programs as well as the stewardship of public park lands.

DEFINITIONS:

For the purposes of this A.O., the following words or phrases shall be defined as follows:

1. "Community-Based Organization" shall refer to any not-for-profit agency, group, organization, society, association, partnership or individual whose primary purpose is to provide a community service designed to improve or enhance the well-being of the community of Miami-Dade County at large or to improve or enhance the well-being of certain individuals within this community who have special needs.
2. "Community Park" shall refer to the park classification, as established in accordance with the guidelines of Miami-Dade County's adopted CDMP, for staffed County Park and Recreation Facilities, usually of 30-100 acres in size with mixed passive and active recreational facilities.
3. "Concession Rights" shall refer to a Programming Partner's privilege to engage in the trade of certain goods, such as food and drink, in compliance with their IRS status in order to raise funds for the operations of its programs.
4. "County Park and Recreation Facility" shall refer to any public park land, and the recreational facilities thereon, owned and/or operated by the Department. The following park classifications: Natural Area Preserves, Greenways, Neighborhood Parks and Mini-parks by definition are considered passive use areas not usually suited for on-site program development; therefore, this A.O. does not apply to these parks.
5. "Department" shall refer to the Miami-Dade Park and Recreation Department.
6. "Development Rights" shall refer to a Programming Partner's privilege to raise funds or provide services to plan, design and construct capital improvements on County Park and Recreation facilities so long as any improvements are in accordance with the host facility's approved general plan and all capital improvements are authorized through the appropriate Department procedures.
7. "District Park" shall refer to the park classification, as established in accordance with the guidelines of Miami-Dade County's adopted CDMP, for staffed County Park and Recreation Facilities, usually of 200 to 500 acres in size with intensive active, user-based recreational facilities.
8. "Exclusive Use" shall refer to a Programming Partners' serving as the sole provider of recreational programming services at a County Park and Recreation Facility.
9. "Metropolitan Park" shall refer to the park classification, as established in accordance with the guidelines of Miami-Dade County's adopted CDMP, for staffed County Park and Recreation Facilities, usually of 200-plus acres in size that incorporate activities based upon the natural and cultural resources of the park.

10. "Non-Exclusive Use" shall refer to a Programming Partner sharing time and facility usage with other recreational programming service providers at a County Park and Recreation Facility.
11. "Not-For-Profit Program Service Provider(s)" shall refer to any legally incorporated not-for-profit organization created under the laws of the State of Florida (the "State") and designated as a tax-exempt entity by the United States Internal Revenue Service, which has among its purposes the provision of youth, athletic, senior, adult, cultural, environmental, conservation and/or recreational services.
12. "Partner Representative" shall refer to the duly authorized officer(s); individual(s) or representative(s) of the Programming Partner as noted in the Programming Partnership Agreement
13. "Programming" shall refer to recreational or cultural activities or services provided to County Park and Recreation Facilities through either a Programming Partner or the Department.
14. "Programming Partners Agreement" or "Programming Partnership Agreement" shall refer to the executed contract for services between the Programming Partner and the Department approved and authorized as outlined in the Administrative Order.
15. "Programming Partner(s)," "Partner(s)" or "Partnering Organization(s)" shall refer to any Not-for-profit Program Service Provider that is selected by the Department under this Ordinance and Administrative Order to provide programs in County Park and Recreation Facilities.
16. "Public Park Purpose" shall refer to the use of County Park and Recreation Facilities for aesthetic, education, recreational or cultural use, which promote personal, social, environmental and economic benefits to the Miami-Dade community.
17. "Recreational Outcomes" shall refer to the measurable recreational or educational programming goals and objectives the Programming Partner seeks to achieve as a condition of its agreement with the Department.
18. "Request For Proposals" and "Request For Programming Proposals" (RFPP) mean a formal written solicitation prepared and issued for the purpose of seeking sealed responses from prospective proposers by a date and time certain as established by the County.
19. "Single Purpose Park" shall refer to the park classification, as established in accordance with the guidelines of Miami-Dade County's adopted CDMP, for

staffed County Park and Recreation Facilities, usually between five and 15 acres in size, that are devoted to a single recreational function.

20. "Special Activity Areas" shall refer to the park classification, as established in accordance with the guidelines of Miami-Dade County's adopted CDMP, for staffed County Park and Recreation Facilities, regardless of size, that incorporate activities based upon the natural or cultural resources of the park.

GUIDELINES AND PROCEDURES:

Under the Guidelines and Procedures described hereafter, the process for recruitment, evaluation and selection of Programming Partners shall be described, the types of Programming Partners Agreements shall be detailed, and Partner reporting requirements will be established along with criteria for performance monitoring, provisions for training and recognition, and steps for agreement renewal. The Park and Recreation Department shall be responsible for administering these Guidelines and Procedures, unless stated otherwise.

SECTION I – Types of Agreements; Approval Authority

Types of Programming Partners Agreements and the County entity authorized to approve such agreements shall be determined by their purpose, use, duration and level of capital investment incurred by the Programming Partner:

1. Programming Partnership Permit Agreement

- Non-exclusive use of Park and Recreation facility, single purpose activity
- Up to five (5) years maximum with a single Option to Renew (OTR) for up to two (2) years
- Agreement requires Department Director's approval

2. Programming Partnership License Agreement

- Non-exclusive use of Park and Recreation facility
- Up to (10) years maximum with a single OTR up to five (5) years
- Agreement requires County Manager's approval

3. Programming Partnership Lease Agreement

- Exclusive use of Park and Recreation facility
- Partner provides operating and maintenance support of Park and Recreation facility
- Substantial operating and/or capital investment incurred by Programming Partner
- Up to 20 years maximum with a single OTR up to 10 years

- Requires Board of County Commissioner's approval, in accordance with Section 125.38 of the Florida Statutes

SECTION II - RECRUITMENT AND SELECTION OF NEW PROGRAMMING PARTNERS

The Park and Recreation Department shall be responsible for determining the types of programming to be offered at Park and Recreation Facilities and whether that programming shall be provided by professional staff or through a Programming Partnership Agreement.

1. Recreational Outcomes

The Programming Partners recruitment process will begin with the Department's determining the desired Recreational Outcomes for the County Park and Recreation Facility (ies). These Recreational Outcomes will be identified based on the following factors, which will be assessed through surveys and comprehensive programming plans:

- Community demand/need for activities/programs/services
- Documented deficiencies of activities/programs/services
- Desired benefit of activities/programs/services
- Ability of facilities to support specific activities/programs/services
- County Park and Recreation facility (ies) classification and capacity
- Population/demographics to be served
- Scheduling availability

If the Department determines that these Recreational Outcomes should be achieved through a new Programming Partnership Agreement, it will initiate a Request for Programming Proposals process.

2. Request for Programming Proposals (RFPP) Process Overview

The Park and Recreation Department will provide a Request for Programming Proposal (RFPP) package to interested organizations, which shall include, at a minimum:

- Fact sheet on the programming partners program
- Application form
- Scope of program services and desired Recreational Outcomes
- Departmental rules and regulations
- Departmental registration form identifying minimum data requirements
- Accessibility guidelines for persons with disabilities
- Departmental Fee Reduction Program guidelines and requirements
- Insurance requirements

- Reporting requirements
- Proposed budget/financial statement requirements
- Description of performance measures
- Volunteer background check requirements
- Vendor registration package

The Department shall prepare and issue all RFPPs as needed to fulfill Recreational Outcomes, and shall be responsible for hosting a Pre-Submittal Briefing to clarify any outstanding issues related to the RFPP. The County Manager or designee shall approve the request to advertise the RFPP. The requirements of the County's Cone of Silence policy shall apply to the RFPP process. Additionally, all communications subject to the Cone of Silence must be filed in writing with the Department Director, as well as with the Clerk of the Board.

The Department Director or designee shall be responsible for receiving the proposals, including date and time stamping and compiling a master log of all documents. The Department will not accept RFPPs received after the specified date of submission.

The Department shall collect and open such proposals. The selection committee will evaluate each proposal for responsiveness and qualifications, rank all proposals and shall make recommendations for selection of award for a Programming Partner.

The General Services Administration's Division of Risk Management shall review all RFPPs prior to their issuance to determine insurance requirements. Risk Management's recommendations shall be incorporated into the RFPP and Programming Partners Agreement by the Department Director.

3. RFPP Response Requirements

The proposing Not-for-Profit Programming Partner shall be required to provide the following information in its proposal along with a \$25.00 non-refundable processing fee:

- Name of organization and contact individual
- Organizational structure
 1. Bylaws/Mission/Goals
 2. Current Board/Officers (parent and local if applicable)
 3. Financial structure, including financial statements for two prior years and pending debts
 4. Budget, including paid staff
- Proof of U.S. Internal Revenue Service tax-exempt status under Sec. 501(c)(3) of the I.R.C.
- Proof of incorporation as a not-for-profit organization in the State of Florida
- Proof of required insurance or ability to obtain required insurance

- Proof of instructor certification (if applicable)
- History of involvement with Department and other public agencies
- Funding
- Program proposal
 1. Program scope and scheduling
 2. Profile of service population/number of participants
 3. Proposed fee schedule
 4. Fee reduction/scholarship program
 5. Rules of participation
 6. Concessions (if applicable)
 7. Facility maintenance support contribution
 8. Proposed capital investment in programs and/or facilities
 9. Proof of background checks
 10. Any documentation of certification/training of coaches/ volunteers/instructors/parent and participation codes of conduct training

Additional information may be requested, depending on the requirements specified in the RFPP.

4. Evaluation, Selection and Negotiations

A. All proposals will be forwarded by the Department Director's Office to the Programming Partners Selection Committee,, which shall be appointed by the Department Director and comprised of, at a minimum, three of the following:

- Department Regional Manager responsible for the County Park and Recreation facility or designee;
- County Park & Recreation Facility Manager or one of similar classification
- Department representative from Contracts Management Division;
- Department representative from Planning and Research Division; and
- Department representative from Finance/Budget Division.

The Department Director may assign additional Department representatives as determined to be necessary to assure that the committee is balanced with regard to ethnicity and gender.

B. The evaluation/selection process shall be based on the evaluation criteria, and the assigned weight of each criterion, published in the RFPP document. Evaluation criteria will vary with the goals and requirements of the individual RFPP; however, proposals will typically be ranked according to some or all of the following criteria:

- Ability to fulfill program scope and desired Recreational Outcomes

- Investment in program and/or facilities
 - Proof of not-for-profit status
 - Purpose and structure of organization
 - Performance history of organization (if applicable)
 - Financial stability of organization
 - Appropriateness of fee schedules
 - Fee reduction/scholarship program
 - Ability to meet insurance requirements
- C. At the time of the appointment of the selection committee, the Director shall also appoint a negotiation committee, comprised of two (2) members from the selection committee. The negotiation committee will attempt to negotiate a Programming Partners Agreement with the organization that was ranked first by the selection committee.
- D. Should the negotiation committee be unable to negotiate a satisfactory agreement with the organization, negotiations with that organization shall be formally terminated. The negotiation committee shall then undertake negotiations with the organization which the selection committee ranked second. Failing accord with this organization, such negotiations shall terminate, and negotiators shall then undertake negotiations with the firm ranked third by the selection committee, or the appropriate level of authority as detailed in Section I may reject all proposals and re-advertise the project.
- E. An agreement will be executed upon approval by the appropriate level of authority as detailed in Section I. In all cases, at least four (4) originals of the agreement must be signed by both the County and the Programming Partner. An original of the agreement will be filed with both the Department and the Programming Partner. The Programming Partner will be subject to Performance Evaluations, as detailed in Section V, which may affect the continuation of its agreement.
- F. Protest Procedures

Protests under this section must be filed by a protestor with the Clerk of the Board within five (5) working days after posting of an award recommendation.

The Clerk of the Board shall immediately forward to the Department Director the letter of protest and any other material presented by the protestor.

The Department Director or designee shall, after reviewing the written recommendation for award and the written protest, and after consultation with the County Attorney, issue a report stating the department's

recommendation and a summary of the factual and contractual grounds for such decision. The Director's findings shall be forwarded to the County Manager, or designee, for the County Manager's final determination and disposition of the protest.

SECTION III – EXISTING COMMUNITY-BASED ORGANIZATIONS

Community-based organizations providing programming services in County Park and Recreation Facilities through a permit to conduct private business on County property at the time this A.O. takes effect shall be *grandfathered* into the Programming Partners process for a one year transition period commencing upon the expiration of the existing permit, and shall be issued a new permit for a period of no more than one year. Upon the expiration of the transition period, the CBO will be offered the opportunity to negotiate a Programming Partnership Agreement with the Department. Negotiation meetings will be advertised and open to the Public. The proceedings of all meetings will be recorded and maintained by the Department. In the event that no agreement can be reached to the mutual satisfaction of the parties, an open competitive RFPP process will be initiated.

During the transition period, the Organization shall provide all of the information described above in Section II, number 3, and shall be subject to Performance Monitoring as detailed in Section V. Any changes to current programming desired as a result of the CBO's performance and/or the Department's desired Recreational Outcomes, as well as the term of the new Partnership Agreement, must be incorporated into the appropriate Agreement Type and approved by the appropriate level of authority, as detailed in Section I.

Upon the expiration of the negotiated Partnership Agreement, including any approved options for renewal, an open competitive RFPP will be initiated if the Department desires to continue to offer similar recreational opportunities through programming partners.

SECTION IV – PARTNERSHIP AGREEMENTS

1. Termination of Agreement

Programming Partnership Agreements may be terminated for cause or convenience by either party upon sixty (60) days written notice, in accordance with the terms contained within the Partnership Agreement. The Programming Partnership Agreement shall specify that the occurrence of any of the following shall constitute default by the Programming Partner to cause termination of an agreement:

- Abandonment of premises or discontinuation of operations for a period of fourteen (14) days, without giving Notice of Cancellation or not otherwise stipulated within the agreement, except in circumstances of natural disaster.
- Making of a general assignment without Department written approval for the

benefit of creditor(s).

- Failure to maintain federally, tax-exempt not-for-profit status.
- Any final judicial determination that litigation instituted by the Programming Partner against the County was groundless.
- Failure to pay fees within specified times.
- Failure to comply with requirements of agreement.
- Failure to abide by Chapter II, Article IV of the Code of Miami-Dade County as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.
- Failure to comply with the mandates of this Administrative Order.
- Failure to satisfactorily meet the requirements of performance evaluations as detailed in Section V.

2. Agreement Components

The following categories, when appropriate, shall be negotiated as part of the Partnership Agreement

A. Participant Registration

Participant program registration may occur through either the Department or the Programming Partner. When participant registration for County programs is through the Programming Partner, complete and updated registration information to include minimum data requirements shall be provided to the Department.

B. Concession Rights

Programming Partners operating in Park and Recreation Facilities classified as Community, District, Single-Purpose or Metropolitan parks may be granted certain Concession Rights. Concession Rights, if granted, are to be included in the negotiations of the Programming Partners Agreement. The agreement may include sharing of sales revenue with the Department. At facilities where there are multiple Programming Partner Agreements, the assigned concession rights, if any, of each Programming Partner are to be included in each agreement.

C. Program Registration Fees and Charges

To maintain programming that is reasonable and affordable, program

registration fees and charges may be charged by the Programming Partner as part of the Programming Partner Agreement. These program registration fees and charges should be structured to cover the direct costs of providing the program. Department written approval of Programming Partners fees and charges schedules shall be required.

D. Fee Reduction/Scholarship Program

The Programming Partnership Agreement shall require Programming Partner participation in the Department Fee Reduction/Scholarship Program. The Department has established and implemented a Program Fee Reduction/Scholarship procedure, which is a sliding scale based upon the size of the family household and the annual family income. The purpose of the program is to accommodate families/participants unable to pay the full program registration fees and charges.

E. Facility Support Contribution

The Programming Partner Agreement may also include an annual facility support contribution to the Department in order to offset costs of park maintenance and upkeep, as well as to support the training and recognition programs referenced in Section VII.

F. Development Rights

Should a Programming Partner desire to assist the Department with capital improvements by either fundraising or providing direct services for the planning, design and construction of such improvements, in accordance with the County Park and Recreation Facility's approved general plan, the Programming Partner must follow established County procedures with an Authorization for Capital Improvements on County Park and Recreation Property.

SECTION V – PERFORMANCE EVALUATIONS

All Programming Partnerships will be subject to Performance Evaluations according to the following schedule.

1. Monthly Evaluations

The Park Manager of the County Park and Recreation Facility where a Programming Partner operates will conduct monthly evaluations based on the performance goals listed in the RFPP. The criteria for evaluation shall be set forth in the Programming Partner Agreement and will focus mainly on the Partner's treatment of the facility and the observed quality of the program. The Park Manager shall have direct contact with the Partner's Representative to apprise the representative of any situations

needing immediate improvement. The Park Manager shall provide any recommendations in writing with a specified time period for improvement.

2. Seasonal Evaluations

In concert with reporting requirements, detailed in Section VI, and during intervals between the ending and beginning of program cycles, the Park Manager will conduct Seasonal Evaluations. Seasonal Evaluations will take into account the Monthly Evaluations, responsiveness of the Partner's reporting, and adherence to the provisions of the Programming Partner Agreement. Recommended improvements will be specified in writing by the Park Manager to the Partner representative and will provide a time frame for improvements to be executed. The Partner representative has 14 days from receipt of the evaluation report to respond in writing and/or agree to the terms of improvement.

3. Annual Evaluations

An Annual Evaluation of all Programming Partners will be coordinated by the Department Contract Management Division. The evaluation team will include, as appropriate, the Contract Manager or designee, the Department Regional Manager, the appropriate Park/Facility Manager, and a representative from the Department's Finance or Budget Division. The Annual Evaluation will include a thorough review of all reports provided by the Programming Partner and its compliance with the provisions of the Programming Partner Agreement, and may require the Programming Partner to submit an independent audit of its accounts and procedures.

4. Audits

Periodically, the Department audit staff may perform an independent audit of the Programming Partners accounts and procedures. The Programming Partner may be required to submit an independent audit of its accounts and procedures attested to by a certified public accountant. Additionally, the County's Audit and Management Services Department may elect to perform random audits of financial and operating performance.

5. Non-Performance

The Programming Partner Agreement shall specify that in the event that a Partner, through the evaluation process, is rated unsatisfactory or non-compliant, and fails to make the requested improvements within the specified time, the Partner may be subject to termination of the Programming Partner Agreement:

- One unsatisfactory seasonal performance evaluation will result in a request from the Department to make improvements and submit to additional training.
- A second unsatisfactory seasonal performance evaluation will result in a Notice of

Default from the Department with a 30-day timeframe for improvement.

At each step, the Partner will have 14 days to respond in writing to the request for improvements.

6. Appeal of Non-Performance

A Programming Partner that receives the 60-day notice of termination of Programming Partner Agreement may appeal in writing to the Director's office within 14 days of receipt of the termination notice. The Director will hold a hearing within 30 days of the Request to Appeal to provide for additional discovery and the Director will determine at the hearing whether the Programming Partnership Agreement should be reinstated and under what conditions.

Probation

If the Director makes the decision to reinstate, the Programming Partner will be placed on probation for one season or three months, whichever is longer. Conditions of the probation will be outlined in writing by the Department and signed by both the Department Director and Partner Representative. If any terms of the probationary period are violated, the Programming Partners Agreement will be terminated automatically and cannot be re-instated. The Partner will be ineligible to apply for a Programming Partnership for a period of no less than one year, and will be ineligible for park-related Community-Based Organization grants for the same period.

Termination Upheld

If the requested improvements have not been made within the 30-day period, the 60-day notice of termination will be issued. If the Department Director upholds the termination, the Department will commence recruitment of a new Programming Partner. The terminated Partner will not be allowed to submit for a Partnership Agreement for a period not less than one year and will be ineligible for Community-Based Organization grant funding for the same period.

SECTION VI – REPORTING REQUIREMENTS

Each Programming Partner will be required to file with the Department Assistant Director of Operations the following list of reports at the end of each program cycle/season and prior to the beginning of a new cycle/season as defined in the Programming Partnership Agreement:

- Description of program scope
- Description of how recreational outcomes were met
- Fee schedules

- Financial statements
- Rosters/registration records
- Proof of continuous insurance
- Proof of background checks for volunteers having direct contact with program participants
- Documentation of certification/training of coaches/instructors/volunteers (if applicable)

Upon review for compliance with the Programming Partnership Agreement and Department rules and regulations, the Programming Partner Representative will be notified in writing of any elements not in compliance. The Programming Partner Representative must resolve all matters not in compliance prior to beginning a new cycle or season.

The Department will reserve the right to request or perform an audit to determine compliance with contract terms, as noted above in Section V.

SECTION VII – TRAINING AND RECOGNITION

1. Training

A mandatory training program will be offered annually by the Department for all selected and/or potential Programming Partners. Because all organizations come with different levels of experience and expertise, this training program will provide specifics of the Programming Partnership program; the Department's expectations regarding program quality, equity, diversity and accountability; Department rules and regulations; and minimum standards of Park and Recreation facility maintenance and upkeep. The training program also will provide an opportunity for Partners to meet staff and share their recommendations for improvements to the overall program. Training curriculum will include, at a minimum:

- Coaching certification
- Parental, participant and official codes of conduct
- Department rules and regulations
- Ethics of the public sector
- Reporting requirements
- Organizational finances
- Developing fee schedules
- Implementing fee waiver programs
- Simple maintenance
- Americans with Disabilities Act guidelines
- Funding opportunities
- Authorization procedures for construction projects on County property

Potential Partners with less than five years of programming services experience and

those receiving unsatisfactory performance evaluations as defined in Section V will be encouraged to submit to training prior to applying for or renewing a Programming Partnership Agreement.

2. Recognition

The essence of the Programming Partners Program is to create community alliances that serve as extensions of professional Park and Recreation staff. The community-based organizations that serve as Programming Partners primarily are composed of volunteers who put in long hours for the benefit of Miami-Dade's children and families. The Department will annually recognize these volunteers and these organizations.

SECTION VII – PARTNERSHIP AGREEMENT RENEWAL

When the initial term of the Programming Partnership Agreement has expired and the Partner has received at least satisfactory ratings on its evaluations for the majority of its agreement term, the Programming Partner may request that the Department exercise the Agreement's option to renew (OTR). The Department and Programming Partner will renegotiate the provisions of the Agreement to address any necessary programmatic changes to meet changing community needs and demands, and will submit to the levels of approval according to the type of agreement.

This A.O. is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Steve Shiver
County Manager